

EXHIBIT A

Approved, SCAO

Original - Court
1st copy - Defendant2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 17TH KENT JUDICIAL CIRCUIT COUNTY		SUMMONS	CASE NO. 24 - 08874 - CB
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Court address

180 OTTAWA AVE. NW GRAND RAPIDS, MI 49503

Court telephone no.

(616) 632-5220

Plaintiff's name, address, and telephone no.

LAKE MICHIGAN CREDIT UNION

Defendant's name, address, and telephone no.

JP MORGAN CHASE BANK, N.A.
C/O THE CORPORATION COMPANY
40600 ANN ARBOR RD EAST SUITE 201
PLYMOUTH, MI 48170
(734) 983-9042

v

Plaintiff's attorney, bar no., address, and telephone no.

HOLZMAN LAW, PLLC.
CHARLES J. HOLZMAN (P35625)
MICHAEL V. KREMPA (P76494)
28366 FRANKLIN RD
SOUTHFIELD, MI 48034

(248) 355-2240

CURT A. BENSON

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☒ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ _____ Court, where

it was given case number _____ and assigned to Judge _____

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside of Michigan).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date SEP 09 2024	Expiration date* DEC 09 2024	Court clerk LISA POSTHUMUS LYONS
----------------------------------	--	--

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

Summons (3/23)

Case No. _____

PROOF OF SERVICE

TO PROCESS SERVER: You must serve the summons and complaint and file proof of service with the court clerk before the expiration date on the summons. If you are unable to complete service, you must return this original and all copies to the court clerk.

CERTIFICATE OF SERVICE / NONSERVICE

☐ I served ☐ personally ☐ by registered or certified mail, return receipt requested, and delivery restricted to the addressee (copy of return receipt attached) a copy of the summons and the complaint, together with the attachments listed below, on:

☐ I have attempted to serve a copy of the summons and complaint, together with the attachments listed below, and have been unable to complete service on:

Name	Date and time of service
Place or address of service	
Attachments (if any)	
Appearances of Attorneys	

☐ I am a sheriff, deputy sheriff, bailiff, appointed court officer or attorney for a party.

☐ I am a legally competent adult who is not a party or an officer of a corporate party. I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Fee	
\$		\$	
Incorrect address fee	Miles traveled	Fee	TOTAL FEE
\$		\$	\$

Signature _____

Name (type or print) _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of a copy of the summons and complaint, together with

Attachments (if any) _____ on _____ Date and time

Signature _____ on behalf of _____

Name (type or print) _____

**STATE OF MICHIGAN
IN THE KENT COUNTY CIRCUIT COURT**

LAKE MICHIGAN CREDIT UNION,

Plaintiff,

Case No. 24-08874-CB

Hon. Curt A. Benson

-v-

JPMORGAN CHASE BANK, N.A.

Defendant.

HOLZMAN LAW, PLLC
CHARLES J. HOLZMAN (P35625)
MICHAEL V. KREMPA (P76494)
Attorneys for Plaintiff
28366 Franklin Rd.
Southfield, MI 48034
(248)352-4340
mkrempa@holzmanlaw.com

APPEARANCE

Please enter the appearance of Charles J. Holzman, of Holzman Law, PLLC, on behalf of Plaintiff

Lake Michigan Credit Union.

Respectfully submitted,

Dated: September 16, 2024

HOLZMAN LAW, PLLC

/s/Charles J. Holzman
Charles J. Holzman (P35625)
Michael V. Krempa (P76494)
Attorneys for Plaintiff
28366 Franklin Rd.
Southfield, MI 48034
(248)352-4340

**STATE OF MICHIGAN
IN THE KENT COUNTY CIRCUIT COURT**

LAKE MICHIGAN CREDIT UNION,

Plaintiff,

Case No. 24-08874-CB

Hon. Curt A. Benson

-v-

JPMORGAN CHASE BANK, N.A.

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HOLZMAN LAW, PLLC
CHARLES J. HOLZMAN (P35625)
MICHAEL V. KREMPA (P76494)
Attorneys for Plaintiff
28366 Franklin Rd.
Southfield, MI 48034
(248)352-4340
mkrempa@holzmanlaw.com

APPEARANCE

Please enter the appearance of Michael V. Krempa, of Holzman Law, PLLC, on behalf of Plaintiff

Lake Michigan Credit Union.

Respectfully submitted,

Dated: September 16, 2024

HOLZMAN LAW, PLLC

/s/Michael V. Krempa
Charles J. Holzman (P35625)
Michael V. Krempa (P76494)
Attorneys for Plaintiff
28366 Franklin Rd.
Southfield, MI 48034
(248)352-4340

***NOTICE OF SELECTION:
SPECIALIZED BUSINESS DOCKET***

- This case has been selected into the Specialized Business Docket, which is governed by Local Administrative Order 2018-03.
- You **MUST** immediately file an appearance in this case at www.accesskent.com/SBDFiling/.
- You **MUST** serve this notice along with the Summons and Complaint to all other named parties in this case.
- Beginning with your appearance and for **ALL** subsequent pleadings, you **MUST** use the e-filing portal for the Specialized Business Docket located at www.accesskent.com/SBDFiling/. For assistance with the e-filing system, call the Accesskent Help Desk at (616) 723-0043.
- **NO** pleadings will be accepted in paper form and **NO** Judge's Copies are required.
- **ALL** notices and copies of pleadings filed in this case will be received via the e-mail address you provide in your appearance.

STATE OF MICHIGAN
IN THE KENT COUNTY CIRCUIT COURT

LAKE MICHIGAN CREDIT UNION,

Plaintiff,

-v-

JPMORGAN CHASE BANK, N.A.

Defendant.

Case No. ~~20~~ 8874CB

Hon.

CURT A. BENSON

HOLZMAN LAW, PLLC
CHARLES J. HOLZMAN (P35625)
MICHAEL V. KREMPA (P76494)
Attorneys for Plaintiff
28366 Franklin Rd.
Southfield, MI 48034
(248)352-4340
mkrempa@holzmanlaw.com

There is no other pending or resolved civil action arising out of one of the transactions or occurrences alleged in this complaint.

This case meets the statutory requirements to be assigned to the business court.

COMPLAINT

NOW COMES Plaintiff, Lake Michigan Credit Union, by and through its attorneys, Holzman Law, PLLC, and for its Complaint, states as follows:

1. Lake Michigan Credit Union ("Lake Michigan") is a Michigan state-chartered credit union with its principal offices located in Caledonia, Michigan.
2. JPMorgan Chase Bank, N.A. ("Chase Bank") is a federally chartered banking association with its principal offices in Columbus, Ohio.

3. Chase Bank has a place of business and conducts business within the Circuit, including, but not limited to, by maintaining branches in Kent County Michigan.

4. This action involves presentment warranties under the Uniform Commercial Code that were made, and breached, by Chase Bank.

5. The amount in controversy exceeds \$25,000.00.

6. Venue and jurisdiction and proper in this Court.

BACKGROUND AND GENERAL ALLEGATIONS

7. Plaintiff hereby incorporates the Paragraphs above as if fully restated herein.

8. On August 3, 2023, a member of Lake Michigan wrote a check in the amount of \$10,680.00 payable to a specified payee ("Check 1") and sent it to the specified payee.

9. Thereafter, Check 1 was intercepted by parties unknown and did not reach the specified payee.

10. Check 1 was subsequently altered to change the payee to "Christine Michelle Moreau" and the amount of the check to \$2,640.90. A redacted copy of the altered check is attached hereto as **Exhibit A**.

11. Check 1 was then cashed or negotiated at Chase Bank.

12. Chase Bank thereafter presented Check 1 to Lake Michigan for payment.

13. Lake Michigan, without knowledge that Check 1 had been intercepted and altered, paid Chase Bank \$2,640.90.

14. Lake Michigan later learned that Check 1 had been intercepted and altered by parties unknown and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

15. Chase Bank rejected the warranty claim on the erroneous grounds that Check 1 was a “counterfeit” check, as opposed to an altered check.

16. On October 31, 2023, a member of Lake Michigan wrote a check in the amount of \$350.00 payable to a specified payee (“Check 2”) and sent it to the specified payee.

17. Thereafter, Check 2 was intercepted by parties unknown and did not reach the specified payee.

18. Check 2 was subsequently altered to change the payee to “SherryLee W Charley” and the amount of the check to \$490.57. A redacted copy of the altered check is attached hereto as **Exhibit B**.

19. Check 2 was then cashed or negotiated at Chase Bank.

20. Chase Bank thereafter presented Check 2 to Lake Michigan for payment.

21. Lake Michigan, without knowledge that Check 2 had been intercepted and altered, paid Chase Bank \$490.57.

22. Lake Michigan later learned that Check 2 had been intercepted and altered by parties unknown and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

23. Chase Bank rejected the warranty claim on the frivolous grounds that the alteration was less than \$1,000.00.

24. On December 6, 2023, a member of Lake Michigan wrote a check in the amount of \$1,750.00 payable to a specified payee (“Check 3”) and sent it to the specified payee.

25. Thereafter, Check 3 was intercepted by parties unknown and did not reach the specified payee.

26. Check 3 was subsequently altered to change the payee to "Jana Earney." A redacted copy of the altered check is attached hereto as **Exhibit C**.

27. Check 3 was then cashed or negotiated at Chase Bank.

28. Chase Bank thereafter presented Check 3 to Lake Michigan for payment.

29. Lake Michigan, without knowledge that Check 3 had been intercepted and altered, paid Chase Bank \$1,750.00.

30. Lake Michigan later learned that Check 3 had been intercepted and altered by parties unknown and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

31. Chase Bank rejected the warranty claim on the erroneous grounds that Check 3 was "counterfeit" as opposed to altered.

32. On December 6, 2023, a member of Lake Michigan wrote a check in the amount of \$1,200.00 payable to a specified payee ("Check 4") and sent it to the specified payee.

33. Thereafter, Check 4 was intercepted by parties unknown and did not reach the specified payee.

34. Check 4 was subsequently altered to change the payee to "Jana Earney." A redacted copy of the altered check is attached hereto as **Exhibit D**.

35. Check 4 was then cashed or negotiated at Chase Bank.

36. Chase Bank thereafter presented the check to Lake Michigan for payment.

37. Lake Michigan, without knowledge that Check 4 had been intercepted and altered, paid Chase Bank \$1,200.00.

38. Lake Michigan later learned that Check 4 had been intercepted and altered and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

39. Chase Bank rejected the warranty claim on the erroneous grounds that Check 4 was “counterfeit” as opposed to altered.

40. On December 21, 2023, a member of Lake Michigan Credit Union wrote a check in the amount of \$569.00 payable to a specified payee (“Check 5”) and sent it to the specified payee.

41. Thereafter, Check 5 was intercepted by parties unknown and did not reach the specified payee.

42. Check 5 was subsequently altered to change the payee to “Posey Douglas” and the amount of the check to \$1,750.00. A redacted copy of the altered check is attached hereto as **Exhibit E**.

43. Check 5 was then cashed or negotiated at Chase Bank.

44. Chase Bank thereafter presented the check to Lake Michigan for payment.

45. Lake Michigan, without knowledge that Check 5 had been intercepted and altered, paid Chase Bank \$1,750.00.

46. Lake Michigan later learned that Check 5 had been intercepted and altered by parties unknown and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

47. Chase Bank rejected the warranty claim on the erroneous grounds that Check 5 was “counterfeit” as opposed to altered.

48. On April 4, 2024, a member of Lake Michigan Credit Union wrote a check in the amount of \$5,020.00 payable to a specified payee (“Check 6”) and sent it to the specified payee.

49. Thereafter, Check 6 was intercepted by parties unknown and did not reach the specified payee.

50. Check 6 was subsequently altered to change the payee to “David Limount Noble Jr.” A redacted copy of the altered check is attached hereto as **Exhibit F**.

51. The check was then cashed or negotiated at Chase Bank.

52. Chase Bank thereafter presented Check 6 to Lake Michigan for payment.

53. Lake Michigan, without knowledge that Check 6 had been intercepted and altered, paid Chase Bank \$5,020.00.

54. Lake Michigan later learned that Check 6 had been intercepted altered by parties unknown and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

55. Chase Bank rejected the warranty claim on the erroneous grounds that Check 6 was “counterfeit” as opposed to altered.

56. On September 5, 2023, a member of Lake Michigan wrote a check in the amount of \$175.66 payable to a specified payee (“Check 7”) and sent it to the specified payee.

57. Thereafter, Check 7 was intercepted by parties unknown and did not reach the specified payee.

58. Check 7 was subsequently altered to change the payee to “Claudine Nikia Bethel” and the amount of the check to \$29,407.37. A redacted copy of the altered check is attached hereto as **Exhibit G**.

59. Check 7 was then cashed or negotiated at Chase Bank.

60. Chase Bank thereafter presented Check 7 to Lake Michigan for payment.

61. Lake Michigan, without knowledge that Check 7 had been intercepted and altered, paid Chase Bank \$29,407.37.

62. Lake Michigan later learned that Check 7 had been intercepted altered by parties unknown and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

63. Chase Bank rejected the warranty claim on the erroneous grounds that Check 7 was “counterfeit” as opposed to altered.

64. On May 19, 2023, a member of Lake Michigan wrote a check in the amount of \$7,463.43 payable to a specified payee (“Check 8”) and sent it to the specified payee.

65. Thereafter, Check 8 was intercepted by parties unknown and did not reach the specified payee.

66. Check 8 was subsequently altered to change the payee to “Jaylen Abraham.” A redacted copy of the altered check is attached hereto as **Exhibit H**.

67. Check 8 was then cashed or negotiated at Chase Bank.

68. Chase Bank thereafter presented Check 8 to Lake Michigan for payment.

69. Lake Michigan, without knowledge that Check 8 had been intercepted and altered, paid Chase Bank \$7,463.43.

70. Lake Michigan later learned that Check 8 had been intercepted and altered by parties unknown and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

71. Chase Bank rejected the warranty claim on the erroneous grounds that Check 8 was “counterfeit” as opposed to altered.

72. On November 8, 2022, a member of Lake Michigan wrote a check in the amount of \$17,800.00 payable to a specified payee (“Check 9”) and sent it to the specified payee.

73. Thereafter, Check 9 was intercepted by parties unknown and did not reach the specified payee.

74. Check 9 was not endorsed by the payee and Chase Bank deposited Check 9 into an account of someone other than the specified payee. A copy of the redacted check is attached hereto as **Exhibit I**.

75. Chase Bank thereafter presented Check 9 to Lake Michigan for payment.

76. Lake Michigan, without knowledge of the improper endorsement or that Check 9 had been intercepted by parties unknown, paid Chase Bank \$17,800.00.

77. Lake Michigan later learned that Check 9 had been intercepted by parties unknown and was not properly endorsed and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

78. Chase Bank rejected the warranty claim without providing a reason.

79. On December 15, 2023, a member of Lake Michigan wrote a check in the amount of \$5,759.23 payable to a specified payee ("Check 10") and sent it to the specified payee.

80. Thereafter, Check 10 was intercepted by parties unknown and did not reach the specified payee.

81. Check 10 was subsequently altered to change the payee to "Anna Santander-Arce" and the amount of \$65,759.23. A redacted copy of the altered check is attached hereto as **Exhibit J**.

82. Check 10 was then cashed or negotiated at Chase Bank.

83. Chase Bank thereafter presented Check 10 to Lake Michigan for payment.

84. Lake Michigan, without knowledge that the check had been intercepted and altered, paid Chase Bank \$65,759.23.

85. Lake Michigan later learned that Check 10 had been intercepted and altered by parties unknown and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

86. Chase Bank rejected the warranty claim on the erroneous grounds that Check 10 was “counterfeit” as opposed to altered.

87. On August 28, 2023, a member of Lake Michigan wrote a check in the amount of \$38,286.00 payable to a specified payee (“Check 11”) and sent it to the specified payee.

88. Thereafter, Check 11 was intercepted by parties unknown and did not reach the specified payee.

89. Check 11 was subsequently altered to change the payee to “Ojinae Hopkins.” A redacted copy of the altered check is attached hereto as **Exhibit K**.

90. Check 11 was then cashed or negotiated at Chase Bank.

91. Chase Bank thereafter presented Check 11 to Lake Michigan for payment.

92. Lake Michigan, without knowledge that Check 11 had been intercepted and altered, paid Chase Bank \$38,286.00.

93. Lake Michigan later learned that Check 11 had been intercepted and altered by parties unknown and submitted a warranty claim to Chase Bank consistent with UCC §§3-417; 4-208.

94. Chase Bank rejected the warranty claim on the erroneous grounds that Check 11 was “counterfeit” as opposed to altered.

95. Prior to filing the instant action, Lake Michigan again made demand for payment from Chase Bank in the amount of Checks 1-11, but Chase Bank failed or refused to make payment.

**COUNT I
BREACH OF PRESENTMENT WARRANTIES**

96. Lake Michigan hereby incorporates the Paragraphs above as if fully restated herein.

97. Pursuant to its obligations under the Uniform Commercial Code, when Chase Bank presented the above-described checks to Lake Michigan for payment, Chase Bank warranted to Lake Michigan that the checks had not been altered and that Chase was entitled to enforce the checks to obtain payment. UCC §§3-417; 4-208.¹

98. Chase Bank breached this presentment warranty because the checks had been altered or were not properly endorsed or deposited into the account of the payee.

99. Chase Bank is therefore liable to Lake Michigan Credit Union in the amount of \$171,567.50, plus expenses and loss of interest resulting from the breach.

WHEREFORE, Lake Michigan respectfully requests that this Honorable Court grant it the following relief;

- A. Enter Judgment in its favor in an amount equal to \$171,567.50, plus expenses and loss of interest;
- B. Award Lake Michigan its costs and attorneys' fees incurred in this action; and
- C. Grant it any further relief this Court deems appropriate.

Dated: September 3, 2024


HOLZMAN LAW, PLLC

/s/Michael V. Krempa
CHARLES J. HOLZMAN (P35625)
MICHAEL V. KREMPA (P76494)
Attorneys for Lake Michigan Credit Union

¹ The Uniform Commercial Code as adopted by the State of Ohio may apply to these claims. However, the pertinent provisions of the code are substantively the same under Ohio and Michigan law. See Ohio Rev Code Ann 1303.57; 1304.18 and MCL 440.3417; 440.4208.

EXHIBIT A

Lake Michigan [REDACTED]

[REDACTED]	2909
9-25-23	Date
Pay to the Order of <u>Christine Michelle Moreau</u>	\$ <u>2,640.90</u>
Two thousand six hundred and forty dollars ninety cents 00/100	
 LAKE MICHIGAN CREDIT UNION	[REDACTED]
For <u>Membership August rent</u>	

6 This document is for informational purposes only. It is not a contract. The actual terms and conditions of the loan are set forth in the promissory note and the security agreement. The borrower agrees to pay the loan in accordance with the terms and conditions of the promissory note and the security agreement. The lender reserves the right to modify the terms and conditions of the loan at any time without notice to the borrower.

For Deposit Only - JPMC

ENDORSE HERE
X Christine Michelle Moreau
For electronic deposit at chase only
ORIGINAL
DO NOT WRITE ABOVE OR BELOW THIS LINE
OR DEPOSIT MAY FAIL
[Barcode]

Electronic Endorsements:





9/25/2023	BOFD 9/26/2023 \$2,640.90
9/26/2023	




EXHIBIT B

Any data used in this application

Page 1 of 1

Print Page

		2330 M 0011771
10/31/2023 Date		
Pay to the Order of,	SHERYLEE W CHARLEY	\$**490.57**
FOUR HUNDRED NINETY AND 57/100		DRIVE
		
For		

	For Deposit Only - JPMC		FOR MOBILE DEPOSIT ONLY 
---	-------------------------	---	--



3/5/2024

EXHIBIT C

② ENDORSE NAME
Jana Earnley
For electronic deposit
at Chase only.
☐ OR CHECK FOR NAME, ADDRESS, ACCOUNT ONLY

EXHIBIT D

Mr. ACCOUNTING PERSON
JAN. E. SANCHEZ
For electronic deposit.
At Chase Bank.
☐ DEPOSIT WITH ELECTRONIC DEPOSIT

BOFD 12/19/2023 \$1,200.00

EXHIBIT E

END OF PAGE HERE

~~For electronic deposit at Chase only~~

■ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR MARK BELOW THIS LINE

WEAK WED FOR POLYMERIZATION OF

[illegible]

7852
 78
 RECEIVED
 DATE
 12-21-2023
 \$ 1,750.00
 DOLLARS
 ONE THOUSAND SEVEN HUNDRED AND FIFTY 00/100
 PASEY DOUGLAS
 PAY TO THE ORDER OF
 121MCU
 REC'D DEC. 2023

EXHIBIT F

- My ASP.NET Application

Page 1 of 1

Print Page

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND SECURITY FEATURES WHICH ARE NOT REPRODUCED ON THE BACK

12015

LANCASHIRE CREDIT UNION

04/02/2024

PAY TO THE ORDER OF

David L Mount Noble Jr.

\$ 5,020.00

Five thousand twenty and 00/100 ***** DOLLARS

David L Mount Noble Jr
209 NW 7th Ave
Delray Beach, FL 33444

MEMO

SECURITY FEATURES INCLUDED, DETAILS ON BACK

Listed below are the security features provided on this document when used in accordance with the instructions provided on the back of the document.

Security Features

• Watermark: Result of check at the bottom of the document.

• Microprint: Small text around the perimeter of the document.

• Color: The document is printed in color.

• Size: The document is 8 1/2" x 11".

• Paper: The document is made of high quality paper.

• Hologram: A small hologram is located on the back of the document.

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

DEPOSITORY BANK ENDORSEMENT

DATE

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

12015

EXHIBIT G

[illegible]

EXHIBIT H

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

LAKE MICHIGAN CREDIT UNION

DATE 05/19/2023

CHECK NO. 077529

AMOUNT \$7,463.43

Sum of: Seven Thousand Four Hundred Sixty Three and 45/100 Dollars

PAY TO THE ORDER OF

JAYLEN ABRAHAM

1830 1ST AVE APT 221

NEW YORK NY 10128

AUTHORIZED SIGNATURE

ENDORSE HERE

Jaylen Abraham

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE.

The security features of this check are described on the back of the check.

Security Features: Results of checks are all listed in the Security Features section of the back of the check.

Security Features: Results of checks are all listed in the Security Features section of the back of the check.

Security Features: Results of checks are all listed in the Security Features section of the back of the check.

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Electronic Endorsements:

5/23/2023

BOFD 5/24/2023 \$7,463.43

5/24/2023

EXHIBIT I

MEMO

Seventeen Thousand Eight Hundred and 00/100

PAY TO THE ORDER OF

\$ 17,800.00

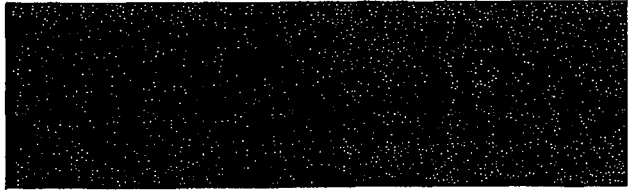
11/8/2022

LAKE MICHIGAN CREDIT UNION
GRAND RAPIDS, MI 49312-2044

21187

[illegible]

EXHIBIT J



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

LAKE HIGHLAND CREDIT UNION
7820 Summerlin Lakes Drive
Fort Lauderdale, FL 33307

13066

12/15/2023

PAY TO THE ORDER OF Anna Santander-Arce \$ **65,759.23

Sixty Five Thousand Seven Hundred Fifty-Nine and 23/100 DOLLARS

Anna Santander-Arce
847 W Prashell Street Apt 1A
Asheboro, NC 27203

MEMO

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

Amount: \$-65,759.23

Statement Description: Draft 13066 Tracer

Check Number: 13066

Posted Date: 12/22/2023

Type: Debit

Status: Posted

Anna Santander-Arce

EXHIBIT K

UNIVERSITY MICROFILMS
SERIALS ACQUISITION
300 N ZEEB RD
ANN ARBOR MI 48106
616 763 0700
X
Civics
Hofstad
- -
[] CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT
DATE _____
DO NOT WRITE / SIGN / STAMP BELOW THIS LINE
DEPOSITORY BANK ENDORSEMENT
107

Electronic Endorsements:

8/31/2023 [REDACTED] BOFD 9/1/2023 \$38,286.00
9/1/2023 [REDACTED]

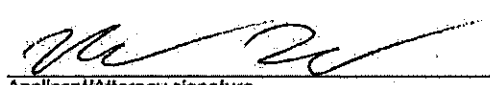
<p style="text-align: center;">STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT</p> <p>17TH</p>	<p>DEFAULT REQUEST AND ENTRY</p>	<p>CASE NUMBER and JUDGE</p> <p>24-08874-CB</p> <p>HON. CURT A. BENSON</p>
<p>Court address:</p> <p>180 OTTAWA AVE. NW GRAND RAPIDS, MI 49503</p>		<p>Court telephone number</p> <p>(616) 632-5220</p>
<p>Plaintiff's name, address, and telephone number</p> <p>LAKE MICHIGAN CREDIT UNION</p>		<p>Defendant's name, address, and telephone number</p> <p>JP MORGAN CHASE BANK, N.A C/O THE CORPORATION COMPANY 40600 ANN ARBOR RD EAST SUITE 201 PLYMOUTH, MI 48170 (734) 983-9042</p>
<p>Plaintiff's attorney, bar number, address, and telephone number</p> <p>HOLZMAN LAW, PLLC. CHARLES J. HOLZMAN (P35625) MICHAEL V. KREMPA (P76494) 28366 FRANKLIN RD. SOUTHFIELD, MI 48034</p>		
		<p>Defendant's attorney, bar number, address, and telephone number</p>

Party in default: Defendant JP Morgan Chase Bank, N.A.

REQUEST

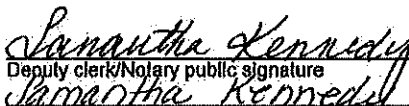
1. I request the clerk to enter the default of the party named above for failure to plead or otherwise defend as provided by law.
2. The defaulted party is not an infant or incompetent person.
3. ☐ It is unknown whether the defaulted party is in the military service. ☒ The defaulted party is not in the military service.
☐ The defaulted party is in the military but there has been notice of pendency of the action and adequate time and opportunity to appear and defend has been provided. Attached, as appropriate, is a waiver of rights and protections provided under the Servicemembers Civil Relief Act. Facts upon which this conclusion is based are: (specify)
4. This request is made on my personal knowledge and, if sworn as a witness, I can testify competently to the facts in this request.

I declare under the penalties of perjury that this request has been examined by me and that its contents are true to the best of my information, knowledge, and belief.


 Applicant/Attorney signature

Subscribed and sworn to before me on 10/17/24
 Date

My commission expires on 5/13/28


 Deputy clerk/Notary public signature
 Name (type or print) Samantha Kennedy

Notary public, State of Michigan, County of Monroe. ☒ Acting in the County of Oakland.

☐ This notarial act was performed using an electronic notarization system or a remote electronic notarization platform.

Default Request and Entry (8/22)
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NOTE: Default can be entered by a district court clerk without the request of a party.

DEFAULT ENTRY

The default of the party named above for failure to plead or otherwise defend is entered.


Court clerk signature and date

OCT 17 2024

Use note: The party who sought the entry of the default is responsible for serving all parties in accordance with MCR 2.803(A)(2).

CERTIFICATE OF MAILING

I served a copy of this default request and entry on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined by MCR 2.107(C)(3). I declare under the penalties of perjury that this certificate of mailing has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Date _____

Signature _____